

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
BANK OF COMMUNICATIONS,
NEW YORK BRANCH,

Case No. 07 CV 4628

Plaintiffs,

**AFFIRMATION IN SUPPORT
OF MOTION FOR SANCTIONS**

- against -

OCEAN DEVELOPMENT AMERICA, INC.,
HONGMING LI a/k/a MICHAEL LI and
XIAOMING ZHANG

Defendants.
-----X

Anne Seelig, an attorney admitted to practice before the courts of this State, affirms the truth of the following statements under penalty of perjury:

1. I am an associate of the law firm Wu & Kao, attorneys for Plaintiff Bank of Communications, New York Branch (hereinafter "BOC") in the captioned action. I am fully familiar with the proceedings herein.

2. I submit this affirmation in support of Plaintiff's motion for sanctions against the Defendants Hongming Li a/k/a Michael Li and Xiaoming Zhang ("Defendants") consisting of the payment of Plaintiff's attorney's fees and costs incurred from the commencement of this action to date, including the Plaintiff's attorney's fees and costs in bringing this motion.

FACTUAL BACKGROUND

3. On March 10, 2008 Judge Grisea issued an Order granting Plaintiff a Default Judgment, which was entered by the Clerk on the same day..

4. On July 17, 2008, over a year after the commencement of this action, Defendants Li and Zhang, through their newly retained counsels, Bing Li, Esq. and Daniel P. Levitt, Esq., filed

an Order to Show Cause to vacate the Default Judgment.

5. Oral Arguments were held before Honorable Judge Griesa on August 4, 2008, during which Judge Griesa Ordered the undersigned Plaintiff's counsel to make a Motion for Sanctions against Defendants for the attorneys fees incurred by Plaintiff from the commencement of this action to date, as a result of Defendants' wilful default and delay in this action.

6. Defendants' wilful default and delay, and deliberate ignorance of the Court's instructions and Orders is detailed in Plaintiff's Motion for Default Judgment, and Affirmation in Opposition to Defendants' Order to Show Cause.

DEFENDANTS' WILFUL DEFAULT AND DELAY

7. After receiving service of the Summons and Complaint, Defendants sent four letters to the Court dated July 1, 2007, July 13, 2007, July 16, 2007 and August 1, 2007.

8. On August 13, 2007, the Court notified Wu & Kao of the Defendants' letters, and directed Wu & Kao to respond directly to Defendants to the address Plaintiffs provided (216 Linwood Avenue #3) which Wu & Kao did.

9. On or about October 9, 2007 the Court instructed Wu & Kao to file Plaintiff's Motion for Default Judgment as the Court had received no further response from Defendants, which Plaintiff did on October 15, 2007.

10. In or about the last week of December 2007, the Court again contacted Wu & Kao inform us that Defendants had once again written to the Court directly (again did not send any copy of their letter to Wu & Kao). The Court informed us that due to Defendants' letters, and as Defendants were aware of and attempted to participate in the lawsuit, Judge Griesa would like to hold an initial teleconference rather than just enter the Default Judgment. The Court instructed us to contact Defendants at the phone number Defendants provided to the Court (626-303-8650) to

schedule a teleconference date and time.

11. Wu & Kao made over ten (10) phonecalls to Defendants in December 2007 and January 2008 to set up the teleconference. Wu & Kao wrote letters to Judge Griesa dated January 8, 2008 and January 28, 2008 detailing its efforts.

12. On or about February 22, 2008 the Court informed Wu & Kao that the Court also had made several calls to set up the teleconference, but also to no avail.

13. On or about February 29, 2008 Judge Griesa instructed us to resubmit the Motion for Default Judgment, along with a cover letter regarding the case history. Thereafter, on March 10, 2008 Judge Grisea signed the Order dated March 10, 2008 granting Plaintiff a Default Judgment, which was entered by the Clerk on the same day.

14. In addition to Defendants wilful and deliberate refusal to formally participate in, answer or move in the action, causing Plaintiff to expend much time and cost, Defendants also wilfully attempted to avoid involvement in the action by refusing to claim certain certified mailings sent to Defendants from Wu & Kao, at the address Defendants provided to the Court as their "residence" address.

15. Defendants deliberately and wilfully failed to obey the Court's Order to hold a teleconference, and failed to respond at all to Plaintiff's counsel or the Court in setting up such teleconference.

PLAINTIFF'S ATTORNEYS FEES AND COSTS

16. The following statutes give the Court the authority to grant the relief requested:

Fed R. Civ. P. 16(f) provides for sanctions for failing to obey a court order or to attend a conference:

“If a party or a party’s attorney fails to obey a scheduling or pretrial order or if no appearance is made on behalf of a party at a scheduling or pretrial conference...the Judge, upon motion or the Judge’s own initiative may make such orders with regard thereto as are just, and among others of the orders provided in Rule 37(b)(2) (B), (C), (D). In lieu of or in addition to any other sanction, the Judge shall require the party or the attorney representing the party or both to pay the reasonable expense, including attorney’s fees...”

Fed R. Civ. P. 37 (b)(2), which Rule 16(f) incorporates by reference, grants the Court authority to issue:

“(C) An order...dismissing the action or proceeding or any party thereof, or rendering a Judgment by default against the disobedient party; and (D) in lieu of any of the foregoing orders or in addition thereto, an order treating as a contempt of Court the failure to obey any orders...”

17. Local Rule 83.9 expressly allows for recovery of a reasonable counsel fee as an item of damage.

18. “Costs, including reasonable attorney’s fees, may be awarded to the party who prosecutes a contempt motion as an appropriate compensatory sanction for contumacious behavior” New York State Nat’l Org. For Women v. Terry, 952 F.Supp. 1033, 1043 (S.D.N.Y. 1997).

19. It is well settled law that an award of attorney’s fees is an appropriate sanction against a contemnor, especially where the contempt is wilful, as is the case here. Weitzman v. Stein, 98 F.3d 717, 719 (2d. Cir. 1996). (“while wilfulness may not necessarily be a prerequisite to an award of attorney’s fees and costs, a finding of wilfulness strongly supports granting them”); Shady Records,

Inc. v. Source Enterprises, Inc., 351 F.Supp.2d. 64, 67 (award of attorneys fees held appropriate sanction for civil contemnor, whether or not the contempt was wilful).

20. If wilfulness has been found, the Court must "...articulate persuasive grounds for any denial of compensation for the reasonable legal costs of the victim of contempt" Weitzman v. Stein, 98 F.3d 717, 719 (2d. Cir. 1996).

21. A wilful contempt is one where 'the contemnor had actual notice of the Court's order, was able to comply with it, did not seek to have it modified and did not make a good faith effort to comply' Fendi Adele S.R.L. v. Burlington Coat Factory Warehouse Corp., 2007 WL 2982295 (S.D.N.Y. Oct 10, 2007).

22. Defendants clearly had notice of the pending action, and of the Court's Order to hold an initial teleconference, as Wu & Kao both wrote and called the Defendants, and the Court itself called the Defendants, to urge their compliance with same. However, at all times, Defendants wilfully disobeyed the Court's instructions and Orders, and failed to formally submit to or participate in the proceeding.

23. The Court has inherent power to assess attorney's fees against those who wilfully disobey its orders, or exhibit bad faith conduct, and the fees imposed may extend to the entire cost of the litigation. Chambers v. NASCO, Inc., 510 U.S. at 25-46 (Supreme Court upheld District Court's assessment of entire amount of litigant's attorney's fees against opponent who engaged in history of disobeying injunctions and court orders, and other bad-faith frustrations); Fox Industries, Inc. v. Gurovich, 323 F.Supp.2d 376, 381-383 (E.D.N.Y. 2004).

24. Defendant Li and Defendant Zhang's irresponsible and wilful behavior has caused Plaintiff to incur wholly unnecessary costs and attorney's fees in connection with this action and prosecuting its claims, and has caused the Court inconvenience and needless work. Thus far, Plaintiff

has incurred attorneys fees and costs in excess of \$21,178.50 from the commencement of this action to this present motion due to Defendants' conduct.

25. From the commencement of this federal court action to date, Plaintiff has incurred significant attorneys fees and costs in the amount of \$21,178.50, which have been paid in full by Plaintiff, Bank of Communications, New York Branch. Plaintiff's reasonable fees are comprised of Plaintiff's counsel's efforts in the following categories (a) drafting and service of the Summons and Complaint (b) drafting Rule 7.1 Affidavit (c) Several telephone conferences with the Court (d) Drafting of the Motion for Default Judgment (e) Drafting several letters to the Court (f) Drafting several letters to Defendants (g) Telephone calls to Defendants to attempt to schedule teleconference (h) enforcement of the Default Judgment including asset search and Certification of the Default Judgment (i) Entry of the Default Judgment in California (j) Drafting Opposition papers to Defendants' Order to Show Cause (k) Drafting Sur-Reply papers to Defendants' Order to Show Cause (l) preparation and attendance at oral arguments for Defendants' Order to Show Cause and (m) the present Motion for Sanctions.

27. To date, Plaintiff's counsel Wu & Kao has spent a total of 92 hours of work litigating this action from commencement over one year ago to the present date. (The attorneys fees and costs incurred by Plaintiff as stated herein do not include any attorneys fees and costs incurred in connection with the prior NYS Supreme Court action, despite Defendants involvement with and default in that action as well).

28. Of the total time spent, I, as the lead attorney, have spent a total of 43.9 hours litigating this action. My normal hourly rate over this time period was \$275.00 per hour.

29. Allen Wu, Esq., a Partner of Wu & Kao, spent a total of 28.1 hours litigating this action. His normal hourly rate over this time period was \$350.00 per hour.

30. Jacob Ginsburg, Esq., spent a total of 10.5 hours litigating this action. His normal hourly rate over this time period was \$345.00 per hour.

31. Nancy Fayed spent a total of 2.0 hours assisting the attorneys litigating this action. Her normal hourly rate over this time period was \$200.00 per hour.

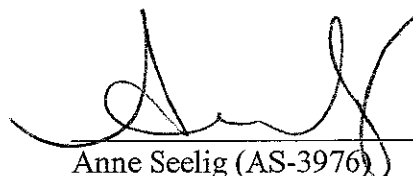
32. May Chung spent a total of 7.5 hours assisting the attorneys litigating this action. Her normal hourly rate over this time period was \$140.00 per hour.

33. In addition to the attorneys and paralegals listed above, other paralegals (e.g. Bin Hu and Joonho Hong) worked on this case, but their time was relatively small, amounting to less than an hour each.

34. Plaintiff's counsel's billing rates and hours are reasonable and accurate and are well within those typically charged by litigation and are the hours reasonably expended in the litigation of this action over a one-year period. An itemized list of Plaintiff's attorneys fees and costs is annexed hereto as Exhibit A.

WHEREFORE, it is respectfully requested that the Court grant this motion for an Order directing: (i) the award of sanctions against Hongming Li a/k/a Michael Li and Xiaoming Zhang as requested herein, in the amount of \$21,178.50; and (ii) for such other and further relief that the Court deems just and proper.

Dated: New York, New York
August 20, 2008



Anne Seelig (AS-3976)
WU & KAO
Attorneys for Plaintiff
747 Third Avenue, 22nd Floor
New York, New York 10017

EXHIBIT A

WU & KAO

ATTORNEYS AT LAW

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22ND FLOOR
NEW YORK, NEW YORK 10017

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June 12, 2007

Bank of Communications New York Branch
55 Broadway, 31st & 32nd Floor
One Exchange Plaza
New York, New York 10006
Attn: Mr. Micheal Wang

Re: Bank of Communications v.
Ocean Development American, Inc.

Invoice # BOCM-30826-CL 0531

Professional Services

		Hours	Amount
10/18/2006	AS Drafted letter to Honming Li.	1.00	NO CHARGE
12/5/2006	AS Phone call to California judgment clerk. People search on Tommy Li.	0.40	NO CHARGE
12/14/2006	AS Drafted Application for Entry of Judgment on Sister State Judgment; phone call with civil filing clerk.	0.50	
4/13/2007	AW Drafted the federal court complaint	1.00	
4/16/2007	AS Drafted collection ltr to HongMing Li. revise Fed Ct. collection complaint	2.00	
4/17/2007	AS Revised complaint	0.30	
4/23/2007	AW Revised the complaint, assembled the exhibits, etc.	1.20	
4/24/2007	AW Prepared the filing of paper.	0.70	
4/26/2007	AW Extensive discussion with Mr. Lee from California, prepared memo to client	1.20	
4/27/2007	AS Draft status letter to Michael Wang with enclosures regarding Hongming Li.	1.00	NO CHARGE
5/17/2007	JG Research, pre email, pre and revision of complaint	6.40	
5/29/2007	AS Revised & sign Roust Paper, issue checks, make copies compile exhibits, Purchase Index No	1.00	
BH	Pulled up the file and copied the Complaint, revolving Note and Credit Agreement for Anne's use.	0.30	NO CHARGE
JG	Review and reply to email, review complaint, exhibits, Rule 7.1 Statement.	0.40	NO CHARGE
For professional services rendered		17.40	\$4,688.00

Timekeeper Summary

Name	Hours	Rate	Amount
Allen Wu, Esq.	4.10	350.00	\$1,435.00
Anne Seelig, Esq.	3.80	275.00	\$1,045.00
Anne Seelig, Esq.	2.40	0.00	\$0.00
Jacob Ginsburg, Esq.	6.40	345.00	\$2,208.00
Jacob Ginsburg, Esq.	0.40	0.00	\$0.00
Bin Hu	0.30	0.00	\$0.00

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September 27, 2007

Bank of Communications Co., Ltd.
New York Branch
55 Broadway, 31st & 32nd Floor
One Exchange Plaza
New York NY 10006
Attn: Mr. Micheal WangRe: Bank of Communications Co., Ltd. v.
Ocean Development American, Inc.

Invoice # BOCM-30826-CL 0915

Professional Services

		Hours	Amount
6/4/2007 MC	Prepared service letter, copied complaint and supporting docs for service, scan complaint and supporting docs for initialing ECF process, prepared legal back, emailed to court.	2.60	NO CHARGE
6/11/2007 JG	Telephone conference with Electronic Court Filing clerk.	0.10	NO CHARGE
6/20/2007 AS	Search California Department of State.	0.20	NO CHARGE
MC	Called service processor to give service information and cleared up service problems.	0.30	NO CHARGE
6/26/2007 AS	Phone call to service company, draft letter to Mr. Wang.	1.00	NO CHARGE
7/6/2007 AS	Revise letter to Philip K. Yeung.	0.30	
AW	Filed Affidavit of Service with court.	1.00	
7/13/2007 MC	Scan and ECF certificate of services to court, called service processor	1.00	
JG	Preparation, revision and file firm and address change, review docket, telephone conference ECF clerks regarding ECF's failure to reflect correct firm and address change, review service of process issue, prepare email.	2.70	
7/16/2007 AS	Phone call with Denise at CC solutions.	0.20	NO CHARGE
7/30/2007 AW	Follow up with the service issues, contacted the court for calendar/schedule.	1.00	NO CHARGE
7/31/2007 AW	Follow up with the court regarding conference schedule.	0.20	NO CHARGE
8/1/2007 AW	Follow up with court regarding filing of affidavit of services	1.00	NO CHARGE

Bank of Communications Co., Ltd.

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		Hours	Amount
8/2/2007	AS Meeting with client.	0.20	NO CHARGE
	AW Meeting and discussion of the strategy and status.	0.50	NO CHARGE
8/7/2007	AW Follow up with the services issues.	1.00	NO CHARGE
8/13/2007	AS Phone call with Judge's clerk.	0.20	NO CHARGE
8/14/2007	AS Draft response letter to Defendants, review Defendant's letter to court.	1.50	
	AS Revised letter, attachments send and ECF.	0.50	
8/24/2007	AS Drafted affidavit, and meeting.	1.20	
	AS Performed a follow-up to check production, call to CC solutions, call to Judge Griesa's clerk.	0.30	
8/28/2007	AS Phone called to CC solution, Judge George's desk, draft status letter to client.	1.00	NO CHARGE
9/4/2007	MC followed up with service.	0.20	NO CHARGE
For professional services rendered		18.20	\$2,466.50

Timekeeper Summary

Name	Hours	Rate	Amount
Allen Wu, Esq.	1.00	350.00	\$350.00
Allen Wu, Esq.	3.70	0.00	\$0.00
Anne Seelig, Esq.	3.80	275.00	\$1,045.00
Anne Seelig, Esq.	2.80	0.00	\$0.00
Jacob Ginsburg, Esq.	2.70	345.00	\$931.50
Jacob Ginsburg, Esq.	0.10	0.00	\$0.00
May Chung	1.00	140.00	\$140.00
May Chung	3.10	0.00	\$0.00

WU & KAO

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November 15, 2007

Bank of Communications Co., Ltd.
New York Branch
55 Broadway, 31st & 32nd Floor
One Exchange Plaza
New York NY 10006
Attn: Mr. Michael WangRe: Bank of Communications Co., Ltd. v.
Ocean Development American, Inc.

Invoice # BOCM-30826-CL 0915

Professional Services

		Hours	Amount
9/27/2007	AS Revised Notice of Motion.	0.30	NO CHARGE
10/1/2007	AS Revised default judgment papers notice, affirmation and order.	3.00	
	AS Revised default judgment, judgment affirmation.	1.80	
10/3/2007	AS Phone called with clerk.	0.10	NO CHARGE
10/4/2007	AS Phone called to clerk John Beale.	0.10	NO CHARGE
10/5/2007	AS Phone called to clerk.	0.10	NO CHARGE
10/9/2007	AS Phone called with clerk John Beale.	0.10	NO CHARGE
10/12/2007	AS Finalized judgment and exhibits.	0.50	
	MC Revised and finalized Default Judgment, assembled exhibits, legal backs.	0.60	NO CHARGE
	MC Revised and finalized Default Judgment, assembled exhibits, legal backs.	0.60	NO CHARGE
10/15/2007	MC Copies for service, legal backs, scan and ECF to court.	1.20	
10/19/2007	MC Online Asset search.	1.00	NO CHARGE
For professional services rendered		9.40	\$1,625.50

Timekeeper Summary

Name	Hours	Rate	Amount
Anne Seelig, Esq.	5.30	275.00	\$1,457.50
Anne Seelig, Esq.	0.70	0.00	\$0.00
May Chung	1.20	140.00	\$168.00
May Chung	2.20	0.00	\$0.00

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January 01, 2008

Bank of Communications Co., Ltd.
 New York Branch
 55 Broadway, 31st & 32nd Floor
 One Exchange Plaza
 New York NY 10006
 Attn: Mr. Sherman Foo

Re: Bank of Communications Co., Ltd. v.
Ocean Development American, Inc.

Invoice # BOCM-30826-CL 0915

Professional Services

		Hours	Amount
10/30/2007 AS	Checked Pacer Status for DJ, package to clerk.	0.20	NO CHARGE
11/1/2007 AS	Checked Pacer, drafted letter.	1.00	NO CHARGE
12/13/2007 AS	Checked Pacer, phone called with Judge clerk, drafted status e-mail to client.	0.50	NO CHARGE
12/20/2007 AS	Phone called with John Beale at Judge Chambers.	0.20	NO CHARGE
AS	Phone called to Prose defendant to schedule telephone conference per Judges Instructions.	0.20	
12/26/2007 AS	Phone called to Defendants to set up telephone conference, phone called with clerk John Beale.	0.30	
		<hr/> 2.40	<hr/> \$137.50

For professional services rendered

Timekeeper Summary

Name	Hours	Rate	Amount
Anne Seelig, Esq.	0.50	275.00	\$137.50
Anne Seelig, Esq.	1.90	0.00	\$0.00

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March 01, 2008

Bank of Communications Co., Ltd.
New York Branch
55 Broadway, 31st & 32nd Floor
One Exchange Plaza
New York NY 10006
Attn: Mr. Sherman FooRe: Bank of Communications Co., Ltd. v.
Océan Development American, Inc.

Invoice # BOCM-30826-CL 0301

Professional Services

		Hours	Amount
1/4/2008 AS	Drafted e-mail to Sherman, checked Pacer.	0.20	NO CHARGE
AW	Reviewed client's e-mail and prepared a response.	0.50	NO CHARGE
1/8/2008 AS	Drafted letter to Judge.	1.00	
1/10/2008 AS	Revised and ECF Judge letter.	0.20	
1/14/2008 AS	Checked Pacer, phone called to Defendants, drafted phone log.	0.20	
1/18/2008 AS	Phone called to Defendant, check Pacer regarding Court response.	0.20	
1/24/2008 AS	Phone called to Defendants, checked Pacer regarding any response from Judge to most recent letter, phone called to clerk.	0.20	
1/28/2008 AS	Drafted letter to Judge Griesa.	1.00	
1/30/2008 AS	Drafted e-mail to client.	0.10	NO CHARGE
2/7/2008 AW	Drafted Attorney's letter to push the Settlement.	0.50	
BH	Prepared Chinese letter to Mr. Lee.	0.30	NO CHARGE
2/28/2008 AS	Checked Pacer to follow up, phone called with clerk.	0.20	
2/29/2008 AS	Drafted letter to Judge per check's instruction, revised Motion for March date and resubmit.	1.00	
For professional services rendered		5.60	\$1,275.00

Timekeeper Summary

Name	Hours	Rate	Amount
Allen Wu, Esq.	0.50	350.00	\$175.00
Allen Wu, Esq.	0.50	0.00	\$0.00

Bank of Communications Co., Ltd.

Page 2

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Anne Seelig, Esq.	4.00	275.00	\$1,100.00
Anne Seelig, Esq.	0.30	0.00	\$0.00
Bin Hu	0.30	0.00	\$0.00

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July 01, 2008

Bank of Communications Co., Ltd.
New York Branch
55 Broadway, 31st & 32nd Floor
One Exchange Plaza
New York NY 10006
Attn: Mr. Sherman FooRe: Bank of Communications Co., Ltd. v.
Ocean Development American, Inc.

Invoice # BOCM-30826 0715

Professional Services

		Hours	Amount
3/25/2008	AW Reviewed the status in Court Calendar System.	0.20	NO CHARGE
5/19/2008	AS Searched regarding Federal Court Judgement enforcement, draft letter to Sherman, email to Sherman.	1.00	NO CHARGE
5/22/2008	AW Worked on the entry of S.D.N.Y. Judgment in California.	0.80	
6/11/2008	AS Drafted letter to defendants, drafted letter to Court and fill out forms to get certification of judgment.	2.20	
6/12/2008	AS Revised and Finalize letter and Form, issue check and sent for collection.	0.50	
	AW Follow up with the recordation of judgment in Cal. revised the letter to defendants.	1.80	
6/17/2008	AW Processed the Certified Judgement to California Court.	0.50	
6/18/2008	NF Cover letter and send judgment to C.A. Register.	0.50	
6/19/2008	AS Drafted email to Sherman.	0.20	NO CHARGE
6/25/2008	NF Performed a follow-up.	0.50	NO CHARGE
For professional services rendered		8.20	\$1,927.50

Timekeeper Summary

Name	Hours	Rate	Amount
Allen Wu, Esq.	3.10	350.00	\$1,085.00
Allen Wu, Esq.	0.20	0.00	\$0.00
Anne Seelig, Esq.	2.70	275.00	\$742.50
Anne Seelig, Esq.	1.20	0.00	\$0.00
Nancy Fayed	0.50	200.00	\$100.00
Nancy Fayed	0.50	0.00	\$0.00

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55 Broadway, 31st & 32nd Floor
Attn: Mr. Sherman Foo
New York, NEW YORK 10006

August 01, 2008

Re: Bank of Communications Co., Ltd. v.
Ocean Development American, Inc.

Invoice # BOCM-30826 0815

Professional Services

		Hours	Amount
7/14/2008	AW Continued preparation of California attachments against two Lee's properties, advised the Bank regarding our procedures	1.00	NO CHARGE
7/18/2008	NF Prepared Bank Garnishment / Writ of Execution	1.00	NO CHARGE
	AW Reviewed Defendants Order To Show Cause and related documents, worked on the opposition paper	3.00	
7/21/2008	AW Preparation of opposition paper, reviewed and marked the Declaration and Memo of Law	2.00	
7/22/2008	AS Draft opposition	2.00	
7/23/2008	AS Draft email, Draft Opposition papers, phone calls with Clerk	2.00	
	AW Continued preparation of Opposition, reviewed files, made revision	3.00	
7/24/2008	AS Revised & finalized writ of execution, drafted cover letter to Sheriff	0.50	
7/29/2008	AS Revised opposition, drafted affidavit SVC ECF	1.50	
	AW Finalized the Opposition paper, filed with court	0.50	
For professional services rendered		16.50	\$4,625.00

Timekeeper Summary

Name	Hours	Rate	Amount
Allen Wu, Esq.	8.50	350.00	\$2,975.00
Allen Wu, Esq.	1.00	0.00	\$0.00
Anne Seelig, Esq.	6.00	275.00	\$1,650.00
Nancy Fayed	1.00	0.00	\$0.00

WU & KAO

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Attn: Mr. Sherman Foo
New York, NY 10006

August 13, 2008

Re: Bank of Communications Co., Ltd. v.
Ocean Development American, Inc.

Invoice # BOCM-30826 0815

Professional Services

	Hours	Amount
8/1/2008 AS Draft SUR Reply	2.00	
8/4/2008 AS Court Appearance	3.00	
AW Prepared the Opposition paper, reviewed files, made revision	4.00	
8/5/2008 AW Report to client regarding status, prepared the Motion for Sanction	1.50	
AS Draft status letter to client, revise, copy exhibits	1.00	
AS Phones called to Sherman	0.10	
8/6/2008 AS E-mail Sherman	0.10	
8/7/2008 AS Search samples, draft Notice of Motion for Sanctions, outline Motion	1.00	
8/11/2008 AS Revise	0.30	
JH Draft of writ of execution	0.70	
8/12/2008 AS Draft Motion for Sanctions	1.00	
For professional services rendered	14.70	\$4,434.00

Timekeeper Summary

Name	Hours	Rate	Amount
Allen Wu, Esq. Partner	5.50	350.00	\$1,925.00
Anne Seelig, Esq.	8.50	275.00	\$2,337.50
Joonho Hong	0.70	245.00	\$171.50